



State of Arizona

Department of Education

Request For Quotation

SOLICITATION NUMBER: ED05-0045
SOLICITATION DUE DATE/TIME: October 22, 2004, at 3:00 P.M. Mountain Standard Time
CONTRACT TERM: One Time Purchase
DESCRIPTION OF PROCUREMENT: Publication Teaching Tool: Item # 46796 TITLE: ALL ABOUT THE ECERS-R

SOLICITATION SUBMITTAL: **OFFERS MAY BE SUBMITTED BY FACSIMILE TO (602) 542-3359 OR DELIVERED TO THE FOLLOWING ADDRESS.**

Arizona Department of Education
Contracts Management Unit/3rd Floor
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

In accordance with A.R.S. § 41-2535, A.A.C.R2-7-336. Quotations for the materials or services specified will be received by the Arizona Department of Education's Contracts Management Unit at the above specified location until the time and date cited above.

Quotations must be in the actual possession of the Arizona Department of Education's Contracts Management Unit on or prior to the time and date, and at the submittal location indicated above. ***Late Quotations will not be considered.***

Although it is recommended that Quotations be returned via facsimile, quotations may also be completed in ink or typewritten and delivered to the above address. Additional instructions for preparing a Fax-On-Demand Quotation are provided in the Special Instructions to Offerors.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Jorge E. Nava

Procurement Officer

(602)364-2517

Telephone Number

9/29/2004

Date

OFFER AND AWARD

ARIZONA DEPARTMENT OF EDUCATION



Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. ED05-0045

OFFER

The Undersigned hereby offers and agrees to furnish the materials, service(s) or construction in compliance with all the terms, conditions, specifications and amendments in the solicitation.

Company Name

Name of Person Authorized to Sign Offer

Street Address

Title of Authorized Person

City State Zip Code

Signature of Authorized Person Date of Offer

Telephone Number: _____

Facsimile Number: _____

Offeror's Arizona Transaction (Sales) Privilege Tax License Number: _____

Offeror's Federal Employer Identification Number: _____

The Offeror certifies that the above referenced organization ____ is or ____ is not a small business with less than 100 employees or has gross revenues of \$4 million or less.

Acknowledgement of Amendment(s):
(Offeror acknowledges receipt of amendment(s) to the Solicitation for Offers and related documents numbered and dated

Amendment No. Date

Amendment No. Date

ACCEPTANCE OF OFFER AND CONTRACT AWARD

(For State of Arizona Use Only)

Your Offer, dated _____ is hereby accepted as described in the Notice of Award. You are now bound to perform based upon the solicitation and your Offer, as accepted by the State.

This Contract shall henceforth be referred to as Contract Number ED_____.

You are hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until you receive an executed purchase order, contract release document, or written notice to proceed, **if applicable**.

State of Arizona

Awarded this _____ day of _____

OFFER AND AWARD



ARIZONA DEPARTMENT OF EDUCATION

Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. ED05-0045

OFFER

Douglas C. Peeples, CPPB, CPCM
Chief Procurement Officer

SECTION 2 INSTRUCTIONS TO OFFERORS

ARIZONA DEPARTMENT OF EDUCATION

Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. ED05-0045

1. **Definition of Terms Used in These Instructions.** As used in these instructions, the following terms have the following meaning:
 - A. "Attachments" means all items required of the Offeror as a part of the offer.
 - B. "Days" means calendar days unless otherwise specified.
 - C. "Exhibits" means items attached to the Solicitation.
 - D. "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
 - E. "Offer" means bid, proposal or quotation.
 - F. "Offeror" means a vendor who responds to a solicitation as defined in Paragraph 1.H.
 - G. "Procurement Officer" means the person duly authorized to enter into and administer contracts and make written determinations with respect to the contract or his or her designee.
 - H. "Solicitation" means an invitation for bids ("IFB"), a request for proposals ("RFP") or a request for quotations ("RFQ").
 - I. "Subcontract" means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party for the performance of any work, for the making or furnishing of any material or any service required for the performance of the Contract.
 - J. "State" means the State of Arizona and Department or Agency of the State that executes the Contract.
2. Revision 7.1 of the State of Arizona's Uniform Instructions to Offerors are hereby incorporated by reference. These documents may be accessed through the State Procurement Office by accessing the Internet at (<http://sporas.ad.state.az.us>) or by telephoning either, the State Procurement Office at (602) 542-5511 or the Arizona Department of Education at (602) 542-6537.
3. **Submission.** Quotations shall be signed where applicable and received as designated on the cover page, no later than indicated. The Attached Pricing Schedule, Vendor Setup/Change, and Request for Taxpayer Identification Number shall be completed and submitted with the Offeror's Quotation.
4. **Offer and Contract Award Form.** Complete the top half of this form; failure to complete this portion may be cause to reject the Offeror's Quotation.
5. **Pricing Schedule.** Offerors must complete the attached Pricing Schedule in its entirety and submit as part of this solicitation. Prices shall be all inclusive to include any miscellaneous cost associated with the services to be performed.
6. **Opening.** This is an informal Solicitation and offers will not be read at a public opening; however, the information may be publicly reviewed after an award has been made.

SECTION 2
INSTRUCTIONS TO OFFERORS

ARIZONA DEPARTMENT OF EDUCATION

Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. ED05-0045

7. **Award of Contract.** A contract shall be awarded to the most responsive and responsible Offeror(s) whose offer(s) is determined to be the most advantageous to the State.
8. All information provided by Offerors is subject to verification.
9. **FAILURE TO PROVIDE ANY REQUESTED ITEM(S) MAY RESULT IN A QUOTE BEING REJECTED.**

SECTION 3 TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF EDUCATION

Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. ED05-0045

1. Revision 7 of the State of Arizona's Uniform Terms and Conditions are hereby incorporated by reference. These documents may be accessed through the State Procurement Office by accessing the Internet at (<http://sporas.ad.state.az.us>) or by manually calling either, the State Procurement Office at (602) 542-5511 or the Arizona Department of Education at (602) 542-6537.

2. **Definition of Terms Used in these Special Terms and Conditions.** As used in these Special Terms and Conditions, the following terms, in addition to those terms defined in Section 3, Paragraph 1, have the following meaning:

- A. "ADE" means the Arizona Department of Education.
- B. "Department" means the Arizona Department of Education.

3. **Indemnification.**

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

4. **Contract Term.** The term of this Contract shall commence on the date the Procurement Officer signs the Offer and Acceptance Form, signifying ADE's acceptance of the Offeror's proposal and will remain in effect through the completion of printing, unless terminated, canceled, or extended as otherwise provided herein.

Pricing. All pricing shall be firm, fixed and be inclusive of all labor, equipment, materials, products, freight (FOB Destination), consumable supplies, insurance, and all other costs incidental to the services provided.

Offshore Performance of Work Prohibited Due to security and identity protection concerns, all services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

Contractor's Warranty.

SECTION 3
TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF EDUCATION

Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. ED05-0045

- A. All items furnished under this Contract shall conform to the requirements of this Contract and shall be free from defects in design, materials and workmanship.
- B. The warranty period for workmanship and materials shall be for an initial period of twelve (12) months and commence upon acceptance by ADE.
 - (1) The Contractor shall indicate on the Price Sheet the duration of the warranty and any applicable limitations or conditions which may apply.
 - (2) The Contractor agrees that he will, at his own expense, provide all labor and parts required to remove, repair or replace, and reinstall any such defective workmanship and/or materials which becomes or is found to be defective during the term of this warranty. The Contractor shall guarantee the equipment to be supplied complies with all applicable regulations.

Shipping Terms. Bid price(s) and terms shall be F.O.B. Destination at:
Arizona Department of Education
1535 West Jefferson Street
Phoenix, Arizona 85009

Delivery and Installation.

- A. Delivery is desired as soon as possible, but **REQUIRED** no later than 21, days after Contractor's receipt of a purchase order or contract release order.
- B. Supplies or equipment shall be delivered between the hours of 8:00A.M and 5:00P.M., Monday through Friday, except on State recognized holidays. *Invoices are to be sent to a separate address, see Specificati*

SECTION 5
CONTRACT ADMINISTRATION

ARIZONA DEPARTMENT OF EDUCATION

Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. ED05-0045

Delivered to:

Arizona Department of Education
Receiving
1535 West Jefferson Street
Phoenix, Arizona 85007

Invoice to:

Arizona Department of Education
Attn: Accounts Payables, 3th Floor, Bin 1
1535 West Jefferson Street
Phoenix, AZ 85007

**ATTACHMENT 6
PRICES**

ARIZONA DEPARTMENT OF EDUCATION

Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. ED05-0045

DESCRIPTION	QUANTITY	PRICE
PUBLICATION: Teaching Tool: Item # 46796; TITLE: ALL ABOUT THE ECERS-R	285 each	\$
		\$

SUBTOTAL \$ _____

_____ %* ARIZONA SALES TAX, STATE AND CITY* \$ _____

TOTAL OFFER \$ _____

If payment is made within _____ calendar days after acceptance of goods and/or services, the above quoted price, excluding sales tax, shall be discounted by _____. (Refer to Uniform Instructions To Offerors for discount requirements.)

Notice: If the transaction privilege (sales) taxes are not described and itemized on the offer, the State will assume that the price(s) offered includes all applicable taxes.

END OF RFQ # ED05-0045